



2014-003586

Klamath County, Oregon

04/17/2014 03:44:32 PM

Fee: \$72.00

Grantors' name and address:

Pete Alan Nevin and Malinda B. Nevin
17017 Highway 140E
Klamath Falls OR 97603

SEND TAX STATEMENTS:

No Change by reason of this document

After recording return to:

AmeriTitle Co
300 Klamath Avenue
Klamath Falls, OR 97601

GRANT OF EASEMENT

The effective date of this agreement is March 1, 2014, and is made by and between the following parties:

1. Pete Alan Nevin and Malinda B. Nevin, herein referred to as "Grantors."
2. Penny Lea Lassett and Patricia Ann Venable as Successor Trustees under the Declaration of Trust, Dated July 27, 1982, herein referred to a "Grantee." Said trust is commonly known as the Nevin Family Trust.

DEFINITIONS AND RECITATIONS

For purposes of this Easement, the following terms are used and recitations are made as follows:

--The "Grantors' Parcel" is defined and described on Exhibit "A" attached hereto.

--The "Grantee's Parcel" is defined and described on Exhibit "A" attached hereto.

-- By Permission of Grantors, Grantee is presently and has in the past utilized portion of Grantors' Parcel for access to Grantee's residence on Grantee's Parcel. This agreement is intended to clarify the rights of the parties regarding access to Grantee's Parcel over and across Grantor's Parcel, and to create a single easement across Grantors' Parcel that both parties may utilize.

--Grantee presently has other legal, permanent access to Grantee's Parcel in addition to the license above referred to and at different locations than described herein.

--Sketch of the Easement created is attached as Exhibit "B" attached hereto.

AGREEMENTS AND GRANTS

In consideration of the mutual covenants contained herein, the parties grant and agree as follows.

\$72.00

Easement

a) **Grant of Easement.** Grantors grant to Grantee a non exclusive easement for the sole purposes of access, ingress, and egress for single residence and farm use. The easement location is described as follows:

A strip of land situated in the S1/2 of Section 24, the N1/2 of section 25, Township 38 South, Range 10 East of the Willamette Meridian and in the SW1/4 of Section 30, Township 38 South, Range 11-1/2 East of the Willamette Meridian. Said strip of land being 30.00 feet wide; 15.00 feet on either side of the following as constructed centerline.

Commencing at the southeast corner of said Section 24, Thence North 15°57'01" East, 843.95 feet to the TRUE POINT OF BEGINNING, said point being on the centerline of the roadway easement along the existing road per deed volumes M87-15295 and V328-P409; Thence North 89°43'29" West, 2098.18 feet; Thence South 50°44'10" West, 1703.59; Thence North 84°12'46" West, 128.00; Thence North 25°04'42" West, 261.48 to the a point on the southern boundary line of Parcel 2 of Land Partition 50-07, as recorded at the Klamath County Clerk's Office, said point bears South 89°39'19" West, 779.40 feet from the south 1/4 corner of said Section 24. Basis of bearings is grid north of the Oregon Coordinate Reference System, Bend — Klamath Falls Zone.

b) **Transition License.** Grantee may continue to utilize, as a license, road across Grantors' Parcel for access where such road is located near Grantors' residence. It is acknowledged that such access is not permanent and shall terminate upon the construction of road bed across the property described in a) above. The parties recite that the prior road access is in the nature of license across Grantors' Parcel and will cease at Grantors' discretion, but not prior to the construction of the road on the easement described herein.

c) **Construction and Maintenance.** Grantors shall construct dirt road bed on the easement, and Grantee shall provide, apply and smooth gravel surface across such easement. Construction shall be complete on or before July 15, 2014. The Parties shall cooperate in the completion of such road bed. After initial construction, all expenses of maintenance, repair and replacement of said easement facilities shall be the joint responsibility of Grantor and Grantee. Costs of maintenance, repair and replacement of the road to be located on the easement shall be shared equally by the parties. At any time any party wishes to improve said road in a manner exceeding the quality of initial construction, such as pavement or otherwise, both parties must agree in advance of such improvements. Grantors may place reasonable livestock gates on the easement, which such cost shall also be shared equally.

d) **Toxic Substances.** Grantee shall not allow toxic substances on the Easement property and shall not unreasonably interfere with Grantors' use and enjoyment of Grantors' Parcel, including the road use of Grantors.

e) **Benefits and Burdens.** The easement, duties and obligations herein created are appurtenant to and shall run with the land, burdening Grantors' Parcel on such 30 feet and benefiting Grantee's Parcel.

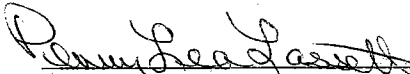
f) **Attorney Preparation and Fee Provisions.** It is recited that Richard Fairclo, attorney, has prepared this document at the direction of the Parties. Richard Fairclo represents Grantors and does not represent Grantee. Grantee has been advised to obtain their own attorney or other advice prior to signing this agreement and has had opportunity to do so. This document shall not be interpreted to favor any person by reason of such representation and preparation of the draft document.

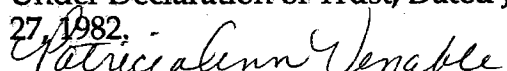
If suit or action is instituted to enforce any of the provisions of this Easement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

g) **Indemnity.** Each Party hereby covenants and agrees to protect, defend, indemnify, save and hold the other Party, its officers, directors, partners, managers, members, employees, agents and property free, clear and harmless from any and all liability, loss, cost, charge, penalty, obligation, expense, reasonable attorney's fee, litigation, judgment, damage, claim and demand of any kind whatsoever in connection with or arising out of or by reason of the Party's possession or use of the Easement area or the Party's conduct with respect to the rights granted in this agreement, except for liability arising out of the other Party's sole negligence, intentional misconduct, or wrongful omission.

h) **Mediation and Arbitration.** In the event that a dispute arises as regards the subject matter of this agreement, it is the hope and wish that the parties shall resolve such dispute by mediation, and if such resolution is not forthcoming, then the parties agree to submit to arbitration where each party appoints one arbitrator and those two arbitrators appoint a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties. The parties may also agree on other procedures for such arbitration.

IN WITNESS WHEREOF, the parties have hereunto set their hands.


Penny Lea Lassett, As Successor Trustee
Under Declaration of Trust, Dated July
27, 1982.

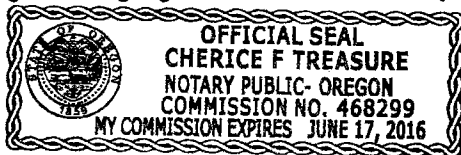

Patricia Ann Venable, As Successor Trustee
Under Declaration of Trust, Dated July
27, 1982.


Pete Alan Nevin


Malinda B. Nevin

STATE OF OREGON, County of Klamath) ss.

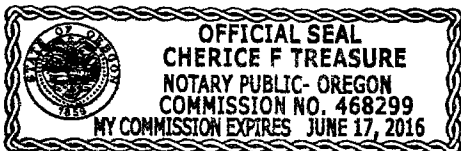
Personally appeared before me this 27 day of March, 2014, the above named Peter ~~Alan~~^{Alan} Nevin, and ~~Alan~~^{Alan} acknowledged the foregoing instrument to be his voluntary act and deed.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 6/17/2016

STATE OF OREGON, County of Klamath) ss.

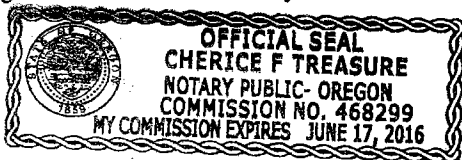
Personally appeared before me this 27 day of March, 2014, the above named Malinda ~~B.~~^{B.} Nevin, and acknowledged the foregoing instrument to be her voluntary act and deed.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 6/17/2016

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 9 day of April, 2014, the above named Patricia Ann Venable, who stated that she is Successor Trustee Under the Declaration of Trust, Dated July 27, 1982, and acknowledged the foregoing instrument to be her voluntary act and deed.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 6/17/2016

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 9 day of April, 2014, the above named Penny ~~Ann~~^{Ann} Lassett, who stated that she is Successor Trustee Under the Declaration of Trust, Dated July 27, 1982, and acknowledged the foregoing instrument to be her voluntary act and deed.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 6/17/2016

Exhibit "A"
Legal Descriptions, all Located in Klamath County, Oregon

Grantee's Parcel Legal Description:
Parcels 2 and 3 of Land Partition 50-07, said Land Partition being a Replat of Parcel 1 of Land Partition 65-94, situated in Sections 11, 12, 13, 23, and 24, Township 38 South, Range 10 East of the Willamette Meridian, and in Sections 18 and 19, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Grantors' Parcel Legal Description:

PARCEL A:

Parcel 2 of Land Partition 6-03 situated in Section 24, Township 38 South, Range 10 East of the Willamette Meridian, and the S 1/2 of Section 30, N 1/2 of Section 31 of Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL B:

Parcel 2 of Land Partition 62-07, being a re-plat of Parcel 2 of "Minor Land Partition 81-144" situated in the following Sections: SW 1/4 of 13, E 1/2 of 14, E 1/2 of 23, W 1/2 of 24, W 1/2 of 25 and NE 1/4 of 26, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

ROAD EASEMENT

Exhibit A
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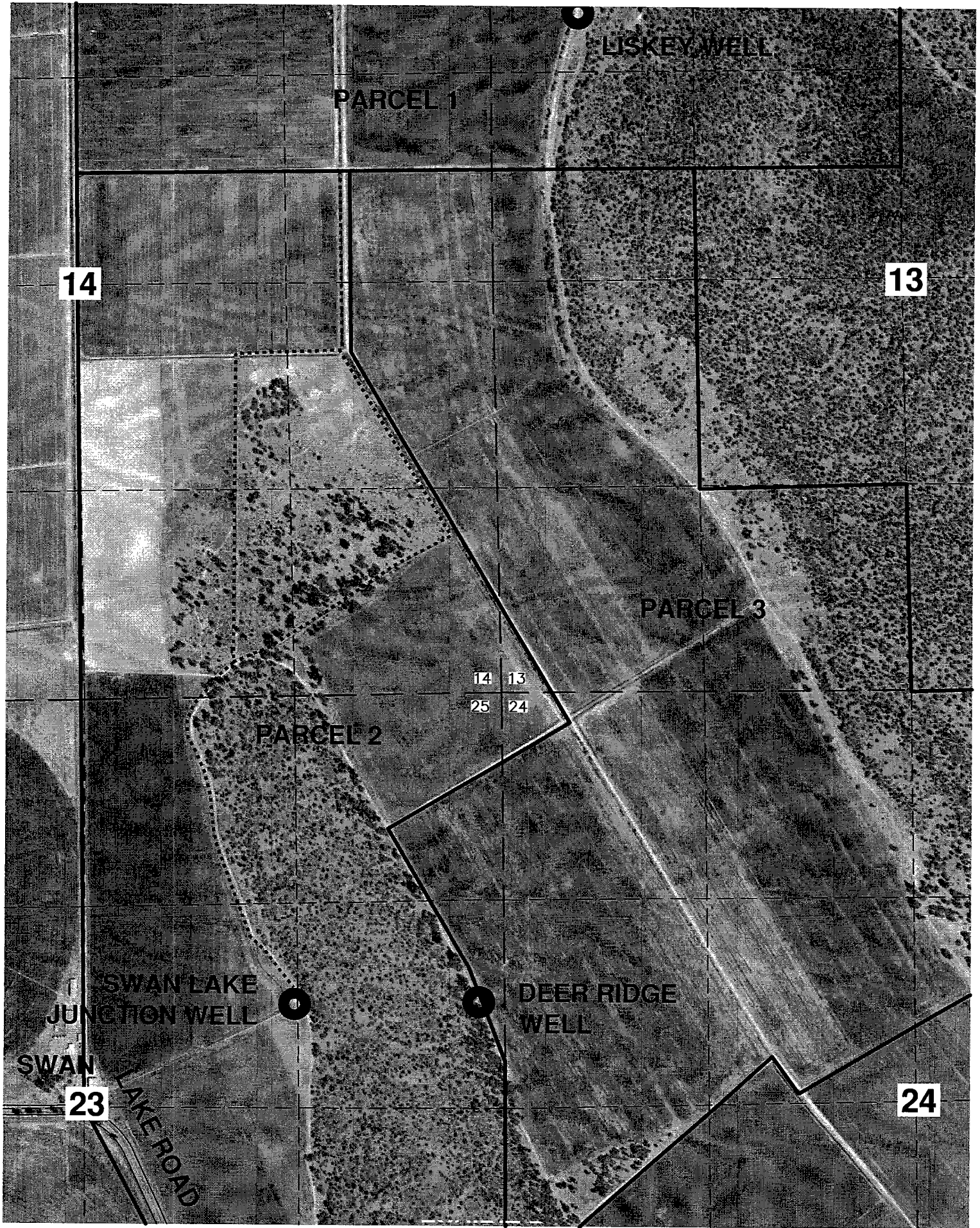


EXHIBIT B

..... IRRIGATION MAINLINE AND
DITCH EASEMENT

Google earth

House Road
Easement
From Pete &
Malinda Newm
to Nexin Family
Trust
m Already
Exhibit B

© 2014 Google

1
miles
km

Google earth